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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

WEBB COMMUNICATIONS, INC.,

Plaintiff,

-against-

FAITH HOPE CONSOLO and DOUGLAS
ELLIMAN REALTY LLC, D/B/A
PRUDENTIAL DOUGLAS ELLIMAN.

Defendants.

CASE NO. 07 CV 6701 (PKC)

REPLY TO COUNTERCLAIMS

Plaintiff, WEBB COMMUNICATIONS, INC. (“Webb”), as and for its answer to the Counterclaims asserted by Defendant FAITH HOPE CONSOLO, herby avers as follows:

1. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 105 of the Answer and Counterclaims, and therefore, denies the same.

2. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 106 of the Answer and Counterclaims, and therefore, denies the same.

3. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 107 of the Answer and Counterclaims, and therefore, denies the same.

4. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 108 of the Answer and Counterclaims, and therefore, denies the same.

5. Webb denies each and every allegation of Paragraph 109 of the Answer and Counterclaims.

6. Webb denies each and every allegation of Paragraph 110 of the Answer and Counterclaims.

7. Webb denies each and every allegation of Paragraph 111 of the Answer and Counterclaims.

8. Webb admits that it made certain revisions to the Website at Consolo's direction, and, except as so admitted, denies each and every allegation of Paragraph 112 of the Answer and Counterclaims.

9. Webb admits that it provided hosting and updating services for the Website at Consolo's request and with the expectation of payment for such services, and, except as so admitted, denies each and every allegation of Paragraph 113 of the Answer and Counterclaims..

10. Webb admits that it submitted certain billing statements to Consolo in 2004 and 2005, which were paid by Defendant Douglas Elliman Realty ("PDE"), and, except as so admitted, denies each and every allegation of Paragraph 114 of the Answer and Counterclaims.

11. Webb denies each and every allegation of Paragraph 115 of the Answer and Counterclaims.

12. Webb denies each and every allegation of Paragraph 116 of the Answer and Counterclaims.

13. Webb admits that due to Consolo's failure to make payment on past due sums, it refrained from further work on the Website for a period of time, and, except as so admitted, denies each and every allegation of Paragraph 117 of the Answer and Counterclaims.

14. Webb denies each and every allegation of Paragraph 118 of the Answer and Counterclaims.

15. Webb denies each and every allegation of Paragraph 119 of the Answer and Counterclaims.

16. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 120 of the Answer and Counterclaims, and therefore, denies the same.

17. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 121 of the Answer and Counterclaims, and therefore, denies the same

18. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 122 of the Answer and Counterclaims, and therefore, denies the same.

19. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 123 of the Answer and Counterclaims, and therefore, denies the same.

20. Webb denies each and every allegation of Paragraph 124 of the Answer and Counterclaims.

21. Webb denies each and every allegation of Paragraph 125 of the Answer and Counterclaims.

22. Webb denies each and every allegation of Paragraph 126 of the Answer and Counterclaims..

23. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 127 of the Answer and Counterclaims, and therefore, denies the same.

24. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 128 of the Answer and Counterclaims, and therefore, denies the same.

25. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 129 of the Answer and Counterclaims, and therefore, denies the same.

26. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 130 of the Answer and Counterclaims, and therefore, denies the same.

27. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 131 of the Answer and Counterclaims, and therefore, denies the same.

28. Webb denies each and every allegation of Paragraph 132 of the Answer and Counterclaims.

29. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 133 of the Answer and Counterclaims, and therefore, denies the same.

30. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 134 of the Answer and Counterclaims, and therefore, denies the same.

31. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 135 of the Answer and Counterclaims, and therefore, denies the same..

32. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 136 of the Answer and Counterclaims, and therefore, denies the same..

33. In respect of Paragraph 137 of the Answer and Counterclaims, Webb incorporates by reference its Complaint and its responses to Paragraphs 105 through 136 of the Answer and Counterclaims.

34. Webb admits that the Answer and Counterclaim purports to state a cause of action under the copyright laws of the United States, and except as so admitted, denies each and every allegation of the first Paragraph 138 of the Answer and Counterclaims.

35. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of the second Paragraph 138 of the Answer and Counterclaims, and therefore, denies the same.

36. Webb admits that it created copyrightable source code for the Website, and, except as so admitted, denies each and every allegation of Paragraph 139 of the Answer and Counterclaim.

37. Webb denies each and every allegation of Paragraph 140 of the Answer and Counterclaims.

38. Webb denies each and every allegation of Paragraph 141 of the Answer and Counterclaims.

39. Webb denies each and every allegation of Paragraph 142 of the Answer and Counterclaims.

40. Webb admits that it applied for and received copyright registration No. TX 6-564-604, and except as so admitted, denies each and every allegation of Paragraph 143 of the Answer and Counterclaims.

41. Webb denies each and every allegation of Paragraph 144 of the Answer and Counterclaims.

42. Webb denies that Consolo is entitled to the relief sought in Paragraph 145 of the Answer and Counterclaims.

43. In respect of Paragraph 146 of the Answer and Counterclaims, Webb incorporates by reference its Complaint and its responses to Paragraphs 105 through 145 of the Answer and Counterclaims.

44. Webb admits that the Answer and Counterclaims purports to state a cause of action under the common law of the state of New York and that this court would have jurisdiction over such a cause of action, and except as so admitted, denies each and every allegation of Paragraph 147 of the Answer and Counterclaims.

45. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 148 of the Answer and Counterclaims, and therefore, denies the same.

46. Webb lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 149 of the Answer and Counterclaims, and therefore, denies the same.

47. Webb denies each and every allegation of Paragraph 150 of the Answer and Counterclaims.

48. Webb denies each and every allegation of Paragraph 151 of the Answer and Counterclaims.

49. In respect of Paragraph 152 of the Answer and Counterclaims, Webb incorporates by reference its Complaint and its responses to Paragraphs 105 through 151 of the Answer and Counterclaims.

50. Webb admits that the Answer and Counterclaims purports to state a cause of action under the common law of the state of New York and that this court would have jurisdiction over such a cause of action, and except as so admitted, denies each and every allegation of Paragraph 153 of the Answer and Counterclaims.

51. Webb denies each and every allegation of Paragraph 154 of the Answer and Counterclaims.

52. Webb admits that due to Consolo's non-payment for hosting services, it terminated its hosting services, and except as so admitted, denies each and every allegation of Paragraph 155 of the Answer and Counterclaims.

53. Webb admits that websites that are not online cannot be accessed through the world wide web, and, except as so admitted, denies each and every allegation of Paragraph 156 of the Answer and Counterclaims.

54. Webb denies each and every allegation of Paragraph 157 of the Answer and Counterclaims.

55. Webb denies each and every allegation of Paragraph 158 of the Answer and Counterclaims.

56. Webb denies each and every allegation of Paragraph 159 of the Answer and Counterclaims.

57. In respect of Paragraph 160 of the Answer and Counterclaims, Webb incorporates by reference its Complaint and its responses to Paragraphs 105 through 159 of the Answer and Counterclaims.

58. Webb admits that the Answer and Counterclaims purports to state a cause of action under the common law of the state of New York and that this court would have jurisdiction over such a cause of action, and except as so admitted, denies each and every allegation of Paragraph 161 of the Answer and Counterclaims.

59. Webb denies each and every allegation of Paragraph 162 of the Answer and Counterclaims..

60. Webb denies each and every allegation of Paragraph 163 of the Answer and Counterclaims..

61. Webb denies each and every allegation of Paragraph 164 of the Answer and Counterclaims..

62. Webb denies each and every allegation of Paragraph 165 of the Answer and Counterclaims.

63. Webb denies each and every allegation of Paragraph 166 of the Answer and Counterclaims..

64. Webb denies each and every allegation of Paragraph 167 of the Answer and Counterclaims..

65. Webb denies each and every allegation of Paragraph 168 of the Answer and Counterclaims

66. Webb denies each and every allegation of Paragraph 169 of the Answer and Counterclaims.

67. Webb denies that Consolo is entitled to the relief prayed for in the Answer and Counterclaims.

Dated: September 27, 2007

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